

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000013709
Hemocue Inc
40 Empire Dr
Lake Forest CA 92630
USA

Contract ID 0000000000000000000017553		Page 1 of 3
Contract Dates 06/10/2010 to 06/15/2012		Origin CP
Description: CP - HEMOCUE CUVETTES & SWABS		Contract Maximum \$999,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CUVETTES, HEMOCUE #111710 HB 201+, FOUR BOXES 50 (200 PER CASE). TO BE AUTOMATICALLY DELIVERED 15 CASES EVERY TWO MONTHS. THES ARE TO FIX A #111716 HB 201+	CS	168.00000	0.00	0.00
2		SWABS, 5/PACKAGE, HEMOCUE #13900. TO BE AUTOMATICALLY DELIVERED 3 PACKAGES EVERY TWO MONTHS. THESE ARE FOR USE ON A #111716 HB 201+	PK	14.00000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR HEMOCUE CUVETTES & SWABS ISSUED MAY 25, 2010 AND VENDOR'S RESPONSE DATED JUNE 06/08/2010.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE 15 CASES OF HEMOCUE CUVETTES AND 3 PACKAGES OF HEMOCUE SWABS TO BE DELIVERED AUTOMATICALLY EVERY TWO MONTHS. SHIP DATES: JUNE 2010, AUGUST 2010, OCTOBER 2010, DECEMBER 2010, FEBRUARY 2011, APRIL 2011, JUNE 2011, AUGUST 2011, OCTOBER 2011, DECEMBER 2011, FEBRUARY 2012 AND APRIL 2012.

CONTRACT PERIOD: JUNE 10, 2010 TO JUNE 15, 2012 WITH THE OPTION TO RENEW FOR 2 ADDITIONAL 12-MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VENDOR CONTACT INFORMATION: MIKE STREETT, TELEPHONE #267-377-5128, FAX #949-598-8641, EMAIL
MICHAEL.R.STREETT@HEMOCUE.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

WARRANTY: CONTRACTOR WARRANTS TO THE STATE THAT ANY PRODUCTS PROVIDED HEREUNDER SHALL BE FIT FOR THE PURPOSES AND INDICATIONS DESCRIBED IN THE OPERATING MANUAL/PRODUCT INSERT WHEN USED IN ACCORDANCE WITH THE DIRECTIONS IN THE OPERATION MANUAL/PRODUCT INSERT, AND CONTRACTOR'S SOLE OBLIGATION AND THE STATE'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE THAT, AT CONTRACTOR'S SOLE OPTION, CONTRACTOR WILL REPAIR OR REPLACE ANY PRODUCTS WHICH DO NOT CONFORM TO SUCH WARRANTY, OR REFUND THE PURCHASE PRICE. THE ANALYZER IS WARRANTED FOR A PERIOD OF TWO (2) YEARS. THE STATE ACKNOWLEDGES THAT IT IS IMPORTANT TO PROPERLY CLEAN AND MAINTAIN THE ANALYZER IN ACCORDANCE WITH INSTRUCTIONS IN THEIR PRODUCT PACKAGE INSERTS AND OPERATING MANUALS. DURING THE ANALYZER WARRANTY PERIOD, CONTRACTOR WILL PROVIDE PARTS AND SERVICE TO REPAIR ANY ANALYZER WITHOUT ADDITIONAL COST, UNLESS SUCH PARTS OR SERVICE ARE REQUIRED BECAUSE OF THE STATE'S NEGLIGENCE, ABUSE, ALTERATIONS OR IMPROPER MAINTENANCE OR USE OF THE ANALYZER, IN WHICH THE STATE SHALL PAY CONTRACTOR ITS STANDARD PRICES CHARGED TO THE STATES FOR PARTS AND SERVICE AT THAT TIME. USE OF UNAPPROVED PARTS OR PRODUCTS WILL VOID THE WARRANTY AND WILL NOT BE SUPPORTED UNDER ANY SERVICE ARRANGEMENT WITH CONTRACTOR. UNLESS A PRODUCT IS USED IN ACCORDANCE WITH ITS INSTRUCTIONS, THESE WARRANTIES ARE VOID AND OF NO EFFECT. CONTRACTOR WARRANTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____